

**ELECTION SERVICES
CONTRACT WITH THE COUNTY ELECTIONS OFFICER
STATE OF TEXAS, COUNTY OF BELL**

THIS CONTRACT made this _____ day of _____, 2019, by and between _____ representing _____, hereinafter
(Name of person representing political subdivision) (Name of political subdivision)
referred to as "Political Subdivision," and Melinda Luedecke, Election Officer of Bell County, Texas
hereinafter referred to as "Contracting Officer," and by authority of Section 31.092(b), Texas Election
Code, for the conduct and supervision of the _____ election to be held on
(Name of political subdivision)
_____. **THIS AGREEMENT** is entered into in consideration of the mutual covenants and
(date of election)
promises hereinafter set out:

DUTIES AND SERVICES OF CONTRACTING OFFICER

The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

- (a) Procure and distribute all necessary election supplies, including:
 - 1. Ballots
 - 2. Ballot boxes and voting booths
- (b) Procure all necessary voting machines and equipment, transport machines and equipment to and from the polling places, and prepare the voting machines and equipment for use at the polling places. Equipment includes the ES&S ExpressVote BMD Terminal, and ES&S Model DS200 Digital Image Scanner. Equipment that is delivered to the polling location is not to be moved from that location except by Bell County authorized personnel.
- (c) Perform any necessary maintenance or repair on the furnished machines and equipment.
- (d) Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the Political Subdivision who are responsible for holding the election.

GENERAL CONDITIONS

- (a) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other nontransferable functions specified by section 31.096 of the Texas Election Code.
- (b) The Contracting Officer is the agent of the Political Subdivision for the purpose of contracting with third parties with respect to the election expenses within the scope of the Contracting Officer's duties, and the Contracting Officer is not liable for the failure to pay a claim.

- (c) The Contracting Officer shall file copies of this contract with the County Treasurer and the County Auditor of Bell County, Texas.
- (d) Only the actual expenses directly attributable to the Contract may be charged. (Section 31.100(b), Texas Election Code). The Contracting Officer may collect 10% above such actual expenses as administrative fee. Upon request, the Contracting Officer shall furnish the Political Subdivision with an itemized statement of such expenses and fees, and the Political Subdivision agrees to pay the statement within thirty (30) days of receipt. A 10% administrative fee will be applied.
- (e) The Political Subdivision shall have the right to terminate this contract by written notice to the Contracting Officer, and in that event the Political Subdivision shall only be liable for expenses and fees allowable under subparagraph (d) and incurred prior to the Contracting Officer's receipt of such notice of termination.
- (f) The Contracting Officer may enter into a separate elections services contract with another political subdivision for an election conducted on the same day, provided that no such contract will materially interfere with the performance of the Contracting Officer's obligations hereunder.
- (g) This contract constitutes the entire agreement of the parties concerning election services for the election described above, and there are no oral representations, warranties, agreements or promises pertaining to such services not incorporated in writing in this contract. This contract may be amended only by an instrument in writing signed by the parties. Neither party may assign this contract or its rights or duties hereunder without the written consent of the other, and any attempted or purported assignment in the absence of such consent shall be void. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions with remain in effect without the unenforceable parts.
- (h) The Political Subdivision shall be responsible for all contracted equipment while not in the direct possession of Bell County employees and may be held financially liable for lost or damaged equipment, including but not limited to ES&S Model 100 Optical Scan Voting System version 5.2.1.0, ES&S AutoMark Voter Assist Terminal version 1.1 and ES&S data flash cards. The Political Subdivision shall purchase offered insurance for any equipment requiring parcel or delivery service sufficient to replace the item should it be lost, stolen, damaged or otherwise rendered unusable while in the possession of the shipping agency.

WITNESS the following signatures and seal:

(Name of political subdivision)

By: _____
(Signature of person representing political subdivision)

Date

By: _____
Melinda Luedecke, Bell County Elections Administrator

Date